

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 74	
2. CONTRACT (Proc. inst. ident.) NO. EP-W-12-010				3. EFFECTIVE DATE See Block 20C		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. PR-OAR-12-01059	
5. ISSUED BY CODE		SRRPOD		6. ADMINISTERED BY (If other than Item 5) CODE		RTPPOD	
SRRPOD US Environmental Protection Agency Ariel Rios Building 1200 Pennsylvania Avenue, N. W. Mail Code: 3805R Washington DC 20460				RTPPOD US Environmental Protection Agency 109 T.W. Alexander Drive Mail Code: E105-02 Research Triangle Park NC 27709			
7. NAME AND ADDRESS OF CONTRACTOR (No., Street, City, Country, State and ZIP Code) ICF INCORPORATED, L.L.C. Attn: XXXXXXXXXX 9300 LEE HIGHWAY 7039343527 FAIRFAX VA 220316050				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
CODE 072648579				FACILITY CODE			
11. SHIP TO/MARK FOR CODE		OAR/OAQPS/CORE		12. PAYMENT WILL BE MADE BY CODE		RTP	
OAR/OAQPS/CORE US Environmental Protection Agency Mail Code: C404-02 109 TW Alexander Drive Durham NC 27711				RTP Finance Center US Environmental Protection Agency RTP-Finance Center Mail Drop D143-02 109 TW Alexander Drive Durham NC 27711			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()				14. ACCOUNTING AND APPROPRIATION DATA See Schedule			
15A. ITEM NO	15B. SUPPLIES/SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
Continued							
15G. TOTAL AMOUNT OF CONTRACT XXXXXXXXXX							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. <input checked="" type="checkbox"/> CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return <u>2</u> copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. <input type="checkbox"/> SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>SOL-HQ-11-00045</u> including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print) XXXXXXXXXX				20A. NAME OF CONTRACTING OFFICER Mark Heare			
19B. NAME OF CONTRACTOR XXXXXXXXXX		19C. DATE SIGNED 3/28/12		20B. UNITED STATES OF AMERICA BY <u>Mark Heare</u> (Signature of the Contracting Officer)		20C. DATE SIGNED 3/29/12	

CONTINUATION SHEET

 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 EP-W-12-010

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 NAME OF OFFEROR OR CONTRACTOR
 ICF INCORPORATED, L.L.C.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	NATA and Risk Assessment Activities within the Integrated Air Program Base Period Funding: Accounting Info: 12-13-B-53I5-102A58-2505-1253IP2020-001 BFY: 12 EFY: 13 Fund: B Budget Org: 53I5 Program (PRC): 102A58 Budget (BOC): 2505 DCN - Line ID: 1253IP2020-001 Funded: XXXXXXXXXX Max Expire Date: 03/31/2017				

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PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 LEVEL OF EFFORT COST-REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73) (APR 1984) DEVIATION (AUG 1995)

- (a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order [REDACTED] direct labor hours for the base period, which represents the Government's best estimate of the level of effort to fulfill these requirements.
- (b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.
- (c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."
- (d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.
- (e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (MAY 1994) DEVIATION

- (a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer (CO).
- (b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.
- (c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within 5 calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment. Within 20 calendar days after the effective date of the work assignment, the Contractor shall submit one copy of a work plan to the Project Officer (PO), the Work Assignment Manager

(WAM), and the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate, as well as the Conflict of Interest certification required in paragraph (f). Within 45 calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on a work plan within 65 calendar days after the effective date of the work assignment, the Contractor shall immediately stop work on the work assignment. If the Contracting Officer disapproves the work plan, the Contractor shall immediately stop work until the problem causing disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan or provides alternate direction.

- (d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.
- (e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.
- (f) Within 20 calendar days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest (COI) certification. Before submitting the conflict of interest certification, the Contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment.
- (g) The Contractor shall perform within the level of effort/labor hours authorized in the work assignment by the Contracting Officer and shall not perform additional level of effort/labor hours without the advance written authorization of the Contracting Officer. The Government is not obliged to reimburse the Contractor for unauthorized level of effort/labor hours.
- (h) The Contractor shall notify the Contracting Officer, Project Officer and Work Assignment Manager in writing when 75% of the authorized work assignment level of effort/hours have been expended. Fifteen days prior to the expiration of the authorized work assignment period of performance, the Contractor shall notify the Contracting Officer, Project Officer, and Work Assignment Manager whether the Contractor will fully expend the authorized level of effort/labor hours within the authorized period of performance. The Contractor shall not perform additional level of effort/labor hours or continue performance beyond the specified period without the advance written approval of the Contracting Officer.
- (i) The Contractor shall acknowledge receipt of each work assignment amendment in which the Contracting Officer requires a revised work plan by returning to the Contracting Officer a signed copy of the work assignment amendment within 5 calendar days after its receipt. The

Contractor shall begin/continue work immediately upon receipt of a work assignment amendment. Within 20 calendar days after the effective date of the work assignment amendment in which the Contracting Officer requires a revised work plan, the Contractor shall submit one copy of a revised work plan to the Project Officer, the Work Assignment Manager, and the Contracting Officer. The revised work plan shall include the same information as required for the original work plan. Within 45 calendar days after receipt of the revised work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor. If the Contractor has not received approval on the revised work plan within 65 calendar days after the effective date of the work assignment amendment, the Contractor shall stop work on the revised portion of that work assignment. Also, if the Contracting Officer disapproves a revised work plan, the Contractor shall immediately stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the revised work plan or provides alternate direction.

B.3 OTHER DIRECT COSTS

For the categories listed, Other Direct Costs (ODCs) in excess of the following are not allowable as a charge to this contract without the prior written approval of the Contracting Officer, and a modification to the basic contract to increase the "Other Direct Costs" clause. Other Direct Costs may include local and long distance travel, materials, computer usage time, supplies other than those office consumables required for normal conduct of business, word processing/computer services, delivery/courier/postage, photocopies/Xerox, printing, communications, and other miscellaneous direct costs.

NO SUBCONTRACTORS, CONSULTANTS, OR FEE SHALL BE INCLUDED IN OTHER DIRECT COSTS

BASE PERIOD - BASE QUANTITY	Total
Total	

B.4 ESTIMATED COST AND FIXED FEE

- (a) The estimated cost of this contract is [REDACTED]
- (b) The fixed fee is [REDACTED]
- (c) The total estimated cost and fixed fee is [REDACTED]

B.5 LIMITATION OF FUNDS NOTICE

- (a) Pursuant to the Limitation of Funds clause, incremental funding in the amounts listed in Paragraph (c) below are allotted to cover estimated cost and fixed fee. The amount allotted for costs is estimated to cover the Contractor's performance through the date indicated.
- (b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause, the Limitation of Cost clause shall become applicable.
- (c) Recapitulation of Funds:

BASE PERIOD				
CEILING	Allotment	Prior Amount	This Mod	New Amount
	Estimated Cost	██████████	██████████	██████████
	Fixed Fee	██████████	██████████	██████████
	Cost Plus Fixed Fee Ceiling	██████████	██████████	██████████
FUNDING	Allotment	Prior Amount	This Mod	New Amount
	Estimated Cost	██████████	██████████	██████████
	Fixed Fee	██████████	██████████	██████████
	Cost Plus Fixed Fee Funded	██████████	██████████	██████████
	Amount Remaining Unfunded	██████████	██████████	██████████

(d) The parties agree that if the Contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (c) above, the Contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associated fixed fee.

SECTION C – DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON EPA CONTRACTS**

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the Contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime Contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a Contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK – CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS

The Contractor shall furnish the necessary personnel, material, equipment, services, and facilities (except as otherwise specified), to perform the Statement of Work (SOW) included in Attachment 1. Work will be ordered against the subject SOW through the Contracting Officer's issuance of Work Assignments.

C.3 INCORPORATION OF CONTRACTOR'S [REDACTED]

All aspects of the Contractor's [REDACTED] are incorporated by reference and made a part of this contract, specifically: [REDACTED]

[REDACTED] In the event of any inconsistency between the clauses of this contract and the Contractor's [REDACTED], the contract clauses take precedence.

C.4 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (JAN 2012)

(a) *Definition.* Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

- (1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.
- (2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.
- (3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.
- (4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) *General.* The Contractor shall perform any IRM-related work under this contract in accordance with the IRM policies, standards, and procedures set forth on the Office of Environmental Information policy Web site. Upon receipt of a work request (*i.e.* delivery order, task order, or work assignment), the Contractor shall check this listing of directives. The applicable directives for performance of the work request are those in effect on the date of issuance of the work request. The 2100 Series (2100–2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards, and procedures.

(c) *Section 508 requirements.* Contract deliverables are required to be compliant with Section 508 requirements. The Environmental Protection Agency policy for 508 compliance can be found on the Agency's Directive System identified in section (d) of this clause under policy number CIO 2130.0, Accessible Electronic and Information Technology. Additional information

on Section 508 including EPA's 508 policy can be found at www.epa.gov/accessibility.

(d) *Electronic access.* A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

SECTION D – PACKAGING AND MARKING

[There are no clauses in this section.]

SECTION E – INSPECTION AND ACCEPTANCE**E.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.246-5	Apr 1984	Inspection of Services—Cost-Reimbursement
FAR	52.246-8	May 2001	Inspection of Research and Development—Cost-Reimbursement

E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FAR 52.246-11) (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below.

(X)	Title	Number	Date	Tailoring
X	Specifications and Systems for Environmental Data Collection and Environmental Technology Programs	ANSI/ASQC E4	1994	See Below

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

EPA quality requirements documents may be accessed electronically at:
<http://www.epa.gov/quality/>.

A. Pre-award Documentation:

The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal:

(X)	Documentation	Specifications	Due
X	Quality Management Plan	EPA Requirements for Quality Management Plans (QA/R-2) [dated 03/20/01]	Updated as needed

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation:

The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below:

(X)	Documentation	Specifications	Due
X	Quality Assurance Project Plan for the contract	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	After award of contract
X	Quality Assurance Project Plan for Each Applicable Project	EPA Requirements for Quality Assurance Project Plans (QA/R-5) [dated 03/20/01]	As stated in Work Assignment

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA. The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the Contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval. The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

SECTION F – DELIVERIES OR PERFORMANCE**F.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE**

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.242-15	Aug 1989	Stop-Work Order – Alternate I (Apr 1984)
EPAAR	1552.211-75	Apr 1984	Working Files
EPAAR	1552.242-71	Oct 2011	Contractor Performance Evaluations

F.2 REPORTS OF WORK (EPAAR 1552.211-70) (OCT 2000)

The Contractor shall prepare and deliver reports, including plans, evaluations, studies, analyses and manuals in accordance with Attachment 2. Each report shall cite the contract number, identifying the U.S. Environmental Protection Agency as the sponsoring agency, and identify the name of the contractor preparing the report.

F.3 MANAGEMENT CONSULTING SERVICES (EPAAR 1552.211-78) (APR 1985)

All reports containing recommendations to the Environmental Protection Agency shall include the following information on the cover of each report: (a) Name and business address of the contractor; (b) contract number; (c) contract dollar amount; (d) whether the contract was subject to full and open competition or a sole source acquisition; (e) name of the EPA Project Officer and the EPA Project Officer's office identification and location; and (f) date of report.

F.4 PERIOD OF PERFORMANCE

The period of performance of this contract shall be from April 1, 2012 through March 31, 2013 exclusive of all required reports.

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.245-70	Sep 2009	Government Property

G.2 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)

- (a) The term fee in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.
- (b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, Level of Effort-Cost-Reimbursement Term Contract.

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following contract requirements in addition to the requirements of FAR 32.905:

- (a) The Contractor shall submit the invoice or request for contract financing payment either in hard copy or electronic format.
 - (1) If submitting electronically, the Contractor shall follow the submission instructions at: <http://www.epa.gov/ocfo/finservices/contracts.htm>. One hard copy and one electronic copy via email of the invoice shall concurrently be sent to the Contract-Level COR.
 - (2) If submitting in hard copy format, the Contractor shall submit the invoice or request for contract financing payment to the following offices/individuals designated in the contract:
 - (i) One original to the EPA Finance Center shown in Block 25 on the cover of the contract; and
 - (ii) One copy to the Contract-Level COR.
- (b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal - Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self designed forms which contain the required information.
- (c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate

attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

- (2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.
- (d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.
- (2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the Contractor obtain from the subcontractor cost information in the detail set forth in (c)(2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses confidential business information (CBI) concerns.
- (e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.
- (f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.
- (2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.
- (3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the Contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

- (a) In accordance with paragraph (d) of the 'Allowable Costs and Payment' clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703(a). EPA's procedures require a Contracting Officer determination

of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
 Chief, Cost and Rate Negotiation Service Center
 Office of Acquisition Management (3802R)
 1200 Pennsylvania Avenue, N.W.
 Washington, D.C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.804-4) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the 'Allowable Costs and Payment' clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

- (b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, subject to adjustment when the final rates established. The established billing rates are currently as follows:

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or

underpayment.

- (1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost and Rate Negotiation Service Center, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.
 - (2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost and Rate Negotiation Service Center.
 - (3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost and Rate Negotiation Service Center with the names of the current EPA Contracting Officers for the affected contracts.
- (c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

<u>Cost Center</u>	<u>Period</u>	<u>Rate</u>	<u>Base</u>
	N/A	N/A	N/A

G.5 GOVERNMENT-FURNISHED DATA (EPAAR 1552.245-71) (SEP 2009)

- (a) The Government shall deliver to the Contractor the Government-furnished data described in the contract. If the data, suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the "Changes" clause when:
 - (1) The Contractor submits a timely written request for an equitable adjustment; and
 - (2) The facts warrant an equitable adjustment.
- (b) Title to Government-furnished data shall remain in the Government.
- (c) The Contractor shall use the Government-furnished data only in connection with this contract.
- (d) The following data will be furnished to the Contractor on or about the time indicated:

Specified in the Work Assignments

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES

Contract-Level Contracting Officers Representatives (CORs) for this contract are as follows:

Primary COR:

Carolyn Blake

Alternate COR:

JoLynn Collins

109 T.W. Alexander Drive
Mail Code: C404-02
Research Triangle Park, NC 27709
Phone: 919-541-5256
Email: blake.carolyn@epa.gov

109 T.W. Alexander Drive
Mail Code: C404-02
Research Triangle Park, NC 27709
Phone: 919-541-5671
Email: collins.jolynn@epa.gov

Contracting Office officials responsible for administering this contract are as follows:

Contracting Officer:

Rob Flowers
109 T.W. Alexander Drive
Mail Code: E105-02
Research Triangle Park, NC 27709
Phone: 919-541-2182
Email: flowers.rob@epa.gov

Contract Specialist:

Natalia Fisher-Jackson
109 T.W. Alexander Drive
Mail Code: E105-02
Research Triangle Park, NC 27709
Phone: 919-541-3564
Email: fisher-jackson.natalia@epa.gov

G.7 DESIGNATION OF PROPERTY ADMINISTRATOR

The contract property administrator is the Contracting Officer's designated representative on property matters. The Contractor shall furnish all required information on property to the property administrator.

Environmental Protection Agency
Attention: Contract Property Coordinator
Ariel Rios Bldg
1200 Pennsylvania Avenue, N.W.
Mail Code 3204R
Washington, DC 20460
EPA_contract_property@epa.gov

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
EPAAR	1552.203-71	Aug 2000	Display of EPA Office of Inspector General Hotline Poster
EPAAR	1552.208-70	Dec 2005	Printing
EPAAR	1552.209-71	May 1994	Organizational Conflicts of Interest Alternate I (May 1994)
EPAAR	1552.223-71	May 2007	EPA Green Meetings and Conferences
EPAAR	1552.228-70	Oct 2000	Insurance Liability to Third Persons
EPAAR	1552.235-70	Apr 1984	Screening Business Information for Claims of Confidentiality
EPAAR	1552.235-71	Apr 1984	Treatment of Confidential Business Information
EPAAR	1552.235-79	Apr 1996	Release of Contractor Confidential Business Information
EPAAR	1552.235-80	Oct 2000	Access to Confidential Business Information
EPAAR	1552.237-75	Apr 1984	Paperwork Reduction Act

H.2 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994) ALTERNATE I (JUNE 1994) DEVIATION

- (a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.
- (b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.
- (c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate

action to be taken.

- (d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.3 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (APR 2004) ALTERNATE V (APR 2004)

- (a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.
- (b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.
- (c) Once the Contractor receives a work assignment, the Contractor, during the life of this contract, shall not contract with another entity that would present an organizational conflict of interest on the subject matter of the work assignment (e.g., contracting with an industrial facility that could potentially be covered under regulations being supported by the contractor through its risk assessment activities and/or contracting with an industrial source included in a model or assessment), unless otherwise authorized by the Contracting Officer.
- (d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.
- (e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.
- (f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f) unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

- (g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.
- (h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.4 OPTION TO EXTEND THE TERM OF THE CONTRACT—COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984)

The Government has the option to extend the term of this contract for 4 additional periods. If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day period. This preliminary notification does not commit the Government to exercising the option. The Government's estimated level of effort is [REDACTED] direct labor hours for each option period. Use of an option will result in the following contract modifications:

- (a) The "Period of Performance" clause will be amended to cover the following periods:

<u>Contract Period</u>	<u>Start Date</u>	<u>End Date</u>
Option Period I	April 1, 2013	March 31, 2014
Option Period II	April 1, 2014	March 31, 2015
Option Period III	April 1, 2015	March 31, 2016
Option Period IV	April 1, 2016	March 31, 2017

- (b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect new and separate levels of effort as follows:

<u>Contract Period</u>	<u>Estimated LOE</u>
Option Period I	[REDACTED] direct labor hours
Option Period II	[REDACTED] direct labor hours
Option Period III	[REDACTED] direct labor hours
Option Period IV	[REDACTED] direct labor hours

- (c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fee for each option period as follows:

<u>Contract Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Option Period I	██████	██████	██████
Option Period II	██████	██████	██████
Option Period III	██████	██████	██████
Option Period IV	██████	██████	██████

- (d) If the contract contains "not to exceed amounts" for elements of other direct costs (ODC), those amounts will be increased as follows:

<u>Contract Period</u>	<u>Other Direct Costs (ODCs)</u>
Option Period I	██████
Option Period II	██████
Option Period III	██████
Option Period IV	██████

H.5 OPTION FOR INCREASED QUANTITY—COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

- (a) By issuing a contract modification, the Government may increase the estimated level of effort by exercising optional quantities in up to █████ increments of █████ hours each per contract period.

<u>Contract Period</u>	<u>Estimated LOE</u>
Base Period	Up to █████ direct labor hours (up to █████ increments of █████ hours)
Option Period I	Up to █████ direct labor hours (up to █████ increments of █████ hours)
Option Period II	Up to █████ direct labor hours (up to █████ increments of █████ hours)
Option Period III	Up to █████ direct labor hours (up to █████ increments of █████ hours)
Option Period IV	Up to █████ direct labor hours (up to █████ increments of █████ hours)

The estimated cost and fixed fee of each increment is as follows:

<u>Contract Period</u>	<u>Estimated Cost</u>	<u>Fixed Fee</u>	<u>Total</u>
Base Period	██████	██████	██████
Option Period I	██████	██████	██████
Option Period II	██████	██████	██████
Option Period III	██████	██████	██████
Option Period IV	██████	██████	██████

- (b) When these options are exercised, paragraph (a) of the "Level of Effort" clause and the "Estimated Cost and Fixed Fee" clause will be modified accordingly.

H.6 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

- (a) In accordance with FAR 19.1202-4(a) and EPAAR 1552.219-72, the following small disadvantaged business (SDB) participation targets proposed by the Contractor are hereby incorporated into and made part of the contract:

<u>Contractor Targets</u>	<u>NAICS Industry Subsector(s)</u>	<u>Dollars</u>	<u>Percentage of Total Subcontracting Dollars</u>
Total Subcontractor Targets	541620, 541712		

- (b) The following specifically identified SDB(s) was (were) considered under the Section-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

(1) _____

(2) [REDACTED]

The Contractor shall promptly notify the Contracting Officer of any substitution of firms if the new firms are not SDB concerns.

- (c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, the Contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation or as otherwise directed by the contracting officer.

**H.7 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76)
(MAY 1994) ALTERNATE I (JUN 1994) DEVIATION**

- (a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.
- (b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that

the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

- (c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.
- (d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.8 CONTRACT PUBLICATION REVIEW PROCEDURES (EPAAR 1552.237-70) (APR 1984)

- (a) Material generated under this contract intended for release to the public is subject to the Agency's publication review process in accordance with the EPA Order on this subject and the following.
- (b) Except as indicated in paragraph (c) of this contract, the Contractor shall not independently publish or print material generated under this contract until after completion of the EPA review process. The Project Officer will notify the Contractor of review completion within 45 calendar days after the Contractor's transmittal to the Project Officer of material generated under this contract. If the Contractor does not receive Project Officer notification within this period, the Contractor shall immediately notify the Contracting Officer in writing.
- (c) The Contractor may publish, in a scientific journal, material resulting directly or indirectly from work performed under this contract, subject to the following:
 - (1) The Contractor shall submit to the Contracting Officer and the Project Officer, at least 30 days prior to publication, a copy of any paper, article, or other dissemination of information intended for publication.
 - (2) The Contractor shall include the following statement in a journal article which has not been subjected to EPA review: "Although the research described in this article has been funded wholly or in part by the United States Environmental Protection Agency contract (number) to (Name of Contractor), it has not been subject to the Agency's review and therefore does not necessarily reflect the views of the Agency, and no official endorsement should be inferred."
 - (3) Following publication of the journal article, the Contractor shall submit five copies of the journal article to the Project Officer, and one copy to the Contracting Officer.

- (d) If the Government has completed the review process and agreed that the contract material may be attributed to EPA, the Contractor shall include the following statement in the document:

“This material has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name). It has been subject to the Agency's review, and it has been approved for publication as an EPA document. Mention of trade names or commercial products does not constitute endorsement or recommendation for use.”

- (e) If the Government has completed the review process, but decides not to publish the material, the Contractor may independently publish and distribute the material for its own use and its own expense, and shall include the following statement in any independent publication:

“Although the information described in this article has been funded wholly or in part by the United States Environmental Protection Agency under contract (number) to (name), it does not necessarily reflect the views of the Agency and no official endorsement should be inferred.”

H.9 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) ALTERNATE I (AUG 1992) DEVIATION

- (a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.
- (b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.
- (c) Technical direction includes:
- (1) Direction to the Contractor which assists the Contractor in accomplishing the Statement of Work.
 - (2) Comments on and approval of reports or other deliverables.
- (d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the ‘Changes’ clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

- (e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.10 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

- (a) The Contractor shall assign to this contract the following key personnel:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- (b) During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) of this clause. After the initial 90-day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 days prior to making any permanent substitutions.
- (c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.11 GOVERNMENT-CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUN 1999)

- (a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.
- (b) Contractor personnel under this contract shall not:
 - (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
 - (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
 - (3) Be used in administration or supervision of Government procurement activities.

(c) *Employee relationship.*

- (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) *Inapplicability of employee benefits.* This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.
- (5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) *Notice.* It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

- (1) The Contractor should notify the Contracting Officer in writing promptly, within 5 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.
- (2) The Contracting Officer will promptly, within 5 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:
 - (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
 - (ii) Countermand any communication regarded as a violation,
 - (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.12 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

- (a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

- (b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.
- (c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.13 IDENTIFICATION OF ON-SITE CONTRACTOR EMPLOYEES

All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on EPA property or attending meetings in the performance of this contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not Agency staff members. In addition, when working on EPA property, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not EPA employees.

H.14 SURVEY MANAGEMENT HANDBOOK

This contract will involve statistical surveys, data collection, using questionnaires, or statistical analysis of survey data. In performance of such tasks, the Contractor shall follow the procedures

set forth in the EPA's handbook on survey management, which can be found at the following web site: <http://www.epa.gov/oamcinc1/0711333/handbook.pdf>

H.15 APPLICATION OF RIGHTS IN DATA-SPECIAL WORKS CLAUSE

The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders "...that are primarily for the production or compilation of data (other than limited rights data or restricted computer software) for the Government's own use..." or when the Contracting Officer determines that there is a specific need to limit data distribution first produced under a particular work assignment or task order. The Rights in Data--Special Works clause (FAR 52.227-17) shall apply to work assignments or task orders which are included in the examples set forth in FAR 27.405(a)(1) and also to other work assignments or task orders specifically identified by the Contracting Officer.

H.16 EPA-SPONSORED MEETINGS, WORKSHOPS, AND/OR CONFERENCES

If this contract requires contractor support for an EPA-sponsored meeting, workshop, conference, etc., the following shall apply:

EPA meetings shall be held in Federal facilities whenever available. The EPA Contract-level Contracting Officer's Representative (COR) or Work Assignment COR will determine and advise the contractor as to the availability of Federal facilities.

The allowability of travel costs for contractor personnel and experts, consultants and others hired under subcontracts to provide services to EPA shall be determined under Part 31 of the Federal Acquisition Regulation. The cost of travel, food, lodging, etc., for other conference attendees, including trainees, shall not be an allowable cost under this contract. Travel costs must be approved by the COR.

H.17 IDENTIFICATION OF SUBCONTRACTORS

- (a) The purpose of this clause is to identify the subcontractors in the Contractor's proposal which resulted in award of this contract.
- (b) Notwithstanding FAR clause 52.244-2, Alt. I, of this contract entitled "Subcontracts", it is hereby agreed to and understood that the following "team subcontractors" will perform the work under this contract as outlined in the Contractor's technical proposal incorporated in Section C of this contract:

[REDACTED]

- (c) Any substitutions in the above listing of subcontractors which will result in a deviation from the Contractor's technical proposal which resulted in award of this contract shall be approved in writing by the Contracting Officer in advance of the substitution. The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, information required by the clause of this contract entitled "Subcontracts" and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the subcontractors being replaced. This clause may be modified upon approval of the requested substitutions by the Contracting Officer.
- (d) This clause is not intended to grant consent to the above subcontracts. Subcontract consent will be granted in accordance with EPA procedures and the clause of this contract entitled "Subcontracts."

H.18 ENVIRONMENTALLY PREFERABLE PRACTICES

The Contractor shall, to the greatest extent practicable, utilize environmentally preferable practices in its course of business. "Environmentally preferable" is defined as products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. Consideration of environmentally preferable practices must be consistent with price, performance, availability, and safety conditions.

PART II - CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 CONTRACT CLAUSES INCORPORATED BY REFERENCE

NOTICE: The following contract clauses pertinent to this Section are hereby incorporated by reference:

Regulation	Clause No.	Date	Clause Title
FAR	52.202-1	Jan 2012	Definitions
FAR	52.203-3	Apr 1984	Gratuities
FAR	52.203-5	Apr 1984	Covenant Against Contingent Fees
FAR	52.203-6	Sep 2006	Restrictions on Subcontractor Sales to the Government
FAR	52.203-7	Oct 2010	Anti-Kickback Procedures
FAR	52.203-8	Jan 1997	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
FAR	52.203-10	Jan 1997	Price or Fee Adjustment for Illegal or Improper Activity
FAR	52.203-12	Oct 2010	Limitation on Payments to Influence Certain Federal Transactions
FAR	52.203-13	Apr 2010	Contractor Code of Business Ethics and Conduct
FAR	52.204-4	May 2011	Printed or copied Double-Sided on Postconsumer Fiber Content Paper
FAR	52.204-7	Feb 2012	Central Contractor Registration
FAR	52.204-10	Feb 2012	Reporting Executive Compensation and First-Tier Subcontract Awards
FAR	52.209-6	Dec 2010	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
FAR	52.210-1	Apr 2011	Market Research
FAR	52.215-2	Oct 2010	Audit and Records – Negotiation
FAR	52.215-8	Oct 1997	Order of Precedence – Uniform Contract Format
FAR	52.215-15	Oct 2010	Pension Adjustments and Asset Reversions
FAR	52.215-18	Jul 2005	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions
FAR	52.215-19	Oct 1997	Notification of Ownership Changes
FAR	52.215-23	Oct 2009	Limitations on Pass-Through Charges
FAR	52.216-8	Jun 2011	Fixed Fee
FAR	52.219-4	Jan 2011	Notice Of Price Evaluation Preference For HUBZone Small Business Concerns
FAR	52.219-8	Jan 2011	Utilization of Small Business Concerns
FAR	52.219-9	Jan 2011	Small Business Subcontracting Plan – Alternate II
FAR	52.219-16	Jan 1999	Liquidated Damages – Subcontracting Plan
FAR	52.219-25	Dec 2010	Small Disadvantaged Business Participation Program–

			Disadvantaged Status and Reporting
FAR	52.219-28	Apr 2009	Post-Award Small Business Program Rerepresentation
FAR	52.222-3	Jun 2003	Convict Labor
FAR	52.222-21	Feb 1999	Prohibition of Segregated Facilities
FAR	52.222-26	Mar 2007	Equal Opportunity
FAR	52.222-35	Sep 2010	Equal Opportunity for Veterans
FAR	52.222-36	Oct 2010	Affirmative Action for Workers with Disabilities
FAR	52.222-37	Sep 2010	Employment Reports on Veterans
FAR	52.222-40	Dec 2010	Notification of Employee Rights Under the National Labor Relations Act
FAR	52.222-50	Feb 2009	Combating Trafficking in Persons
FAR	52.222-54	Jan 2009	Employment Eligibility Verification
FAR	52.223-6	May 2001	Drug-Free Workplace
FAR	52.223-18	Aug 2011	Encouraging Contractor Policies to Ban Text Messaging While Driving
FAR	52.225-13	Jun 2008	Restrictions on Certain Foreign Purchases
FAR	52.225-25	Nov 2011	Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification
FAR	52.227-1	Dec 2007	Authorization and Consent
FAR	52.227-2	Dec 2007	Notice and Assistance Regarding Patent and Copyright Infringement
FAR	52.227-14	Dec 2007	Rights in Data—General
FAR	52.227-14	Dec 2007	Rights in Data— General Alternate I
FAR	52.227-14	Dec 2007	Rights in Data— General Alternate II
FAR	52.227-14	Dec 2007	Rights in Data— General Alternate III
FAR	52.227-14	Dec 2007	Rights in Data— General Alternate V
FAR	52.227-16	Jun 1987	Additional Data Requirements
FAR	52.227-17	Dec 2007	Rights in Data—Special Works
FAR	52.230-2	Oct 2010	Cost Accounting Standards
FAR	52.230-3	Oct 2008	Disclosure and Consistency of Cost Accounting Practices
FAR	52.230-6	Jun 2010	Administration of Cost Accounting Standards
FAR	52.232-17	Oct 2010	Interest
FAR	52.232-18	Apr 1984	Availability of Funds
FAR	52.232-20	Apr 1984	Limitation of Cost
FAR	52.232-22	Apr 1984	Limitation of Funds
FAR	52.232-23	Jan 1986	Assignment of Claims
FAR	52.232-25	Oct 2008	Prompt Payment
FAR	52.232-25	Feb 2002	Prompt Payment - Alternate I
FAR	52.232-33	Oct 2003	Payment by Electronic Funds Transfer – Central Contractor Registration
FAR	52.233-1	Jul 2002	Disputes
FAR	52.233-1	Dec 1991	Disputes – Alternate 1
FAR	52.233-3	Jun 1985	Protest After Award – Alternate I

FAR	52.233-4	Oct 2004	Applicable Law for Breach of Contract Claim
FAR	52.237-3	Jan 1991	Continuity of Services
FAR	52.242-1	Apr 1984	Notice of Intent to Disallow Costs
FAR	52.242-3	May 2001	Penalties for Unallowable Costs
FAR	52.242-4	Jan 1997	Certification of Final Indirect Costs
FAR	52.242-13	Jul 1995	Bankruptcy
FAR	52.243-2	Apr 1984	Changes – Cost-Reimbursement – Alternate I
FAR	52.244-5	Dec 1996	Competition in Subcontracting
FAR	52.244-6	Dec 2010	Subcontracts for Commercial Items
FAR	52.245-1	Aug 2010	Government Property
FAR	52.245-9	Aug 2010	Use and Charges
FAR	52.246-25	Feb 1997	Limitation of Liability – Services
FAR	52.248-1	Oct 2010	Value Engineering
FAR	52.249-6	May 2004	Termination (Cost-Reimbursement)
FAR	52.249-14	Apr 1984	Excusable Delays
FAR	52.253-1	Jan 1991	Computer Generated Forms

I.2 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via <https://www.acquisition.gov> .

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

- (i) Government personnel and authorized users performing business on behalf of the Government; or
- (ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

- (i) Past performance reviews required by subpart 42.15;
- (ii) Information that was entered prior to April 15, 2011; or
- (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

- (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
- (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.3 ALLOWABLE COST AND PAYMENT (FAR 52.216-7) (JUN 2011)

(a) *Invoicing.*

- (1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.
- (2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.
- (3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) *Reimbursing costs.*

- (1) For the purpose of reimbursing allowable costs (except as provided in paragraph (b)(2) of this clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only -
 - (i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;
 - (ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for -
 - (A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made -
 - (1) In accordance with the terms and conditions of a subcontract or invoice; and
 - (2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;
 - (B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;
 - (C) Direct labor;
 - (D) Direct travel;
 - (E) Other direct in-house costs; and
 - (F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and
 - (iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.
 - (2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless -
 - (i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and
 - (ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).
 - (3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.
 - (4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.
- (c) *Small business concerns.* A small business concern may receive more frequent payments than every 2 weeks.

(d) *Final indirect cost rates.*

- (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.
- (2)
 - (i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.
 - (ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.
 - (iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:
 - (A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.
 - (B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).
 - (C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.
 - (D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.
 - (E) Claimed allocation bases, by element of cost, used to distribute indirect costs.
 - (F) Facilities capital cost of money factors computation.
 - (G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.
 - (H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.
 - (I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.
 - (J) Subcontract information. Listing of subcontracts awarded to companies for which the Contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

- (K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.
- (L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.
- (M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.
- (N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).
- (O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).
- (iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:
 - (A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.
 - (B) General Organizational information and Executive compensation for the five most highly compensated executives. See 31.205-6(p). Additional salary reference information is available at:
http://www.whitehouse.gov/omb/procurement_index_exec_comp/.
 - (C) Identification of prime contracts under which the Contractor performs as a subcontractor.
 - (D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).
 - (E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).
 - (F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).
 - (G) Management letter from outside CPAs concerning any internal control weaknesses.
 - (H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph (G) of this section.
 - (I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.
 - (J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.
 - (K) Federal and State income tax returns.
 - (L) Securities and Exchange Commission 10-K annual report.

- (M) Minutes from board of directors meetings.
- (N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.
- (O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.
- (v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.
- (3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.
- (4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.
- (5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.
- (6) (i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--
 - (A) Determine the amounts due to the Contractor under the contract; and
 - (B) Record this determination in a unilateral modification to the contract.(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.
- (e) *Billing rates.* Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates -
 - (1) Shall be the anticipated final rates; and
 - (2) May be prospectively or retroactively revised by mutual agreement, at either party's

request, to prevent substantial overpayment or underpayment.

- (f) *Quick-closeout procedures.* Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.
- (g) *Audit.* At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be -
 - (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
 - (2) Adjusted for prior overpayments or underpayments.
- (h) *Final payment.*
 - (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.
 - (2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver -
 - (i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and
 - (ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except -
 - (A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;
 - (B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and
 - (C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

I.4 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.5 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$0 or the overtime premium is paid for work -
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall -
 - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

I.6 SUBCONTRACTS (FAR 52.244-2) (OCT 2010) ALTERNATE I (JUN 2007)

- (a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

TBD

(e) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason certified cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (e) (2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.
- (f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.

- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

[REDACTED]

I.7 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FAR 52.247-67) (FEB 2006)

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –
 - (1) By the Contractor under a cost-reimbursement contract; and
 - (2) By a first-tier subcontractor under a cost-reimbursement subcontract there under.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—

Administrative Contracting Officer

I.8 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

FAR: <https://www.acquisition.gov/far>

EPAAR: http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=52c48b59c02b4481b8576a658c6e69ab&c=ecfr&tpl=/ecfrbrowse/Title48/48cfrv6_02.tpl

I.9 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any EPAAR (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF ATTACHMENTS

J.1 LIST OF ATTACHMENTS

- Attachment 1. Statement of Work
- Attachment 2. Reports of Work
- Attachment 3. Invoice Preparation Instructions
- Attachment 4. Definition of Labor Classifications

PART IV - REPRESENTATIONS AND INSTRUCTIONS

**SECTION K – REPRESENTATIONS, CERTIFICATIONS, AND OTHER
STATEMENTS OF OFFERORS**

K.1 REFERENCE STATEMENT

The Representations, Certifications, and other Statements of Offerers completed by the contractor as part of the response to the RFP SOL-HQ-11-00045 are incorporated into this contract by reference.

**Attachment 1 –
Statement of Work**

STATEMENT OF WORK

I. Background

Section 112 of the Clean Air Act (CAA) outlines the statutory requirements for the EPA's stationary source air toxics program. Within section 112 there are several different programs for which the Office of Air Quality Planning and Standards (OAQPS) is responsible. Historically, OAQPS's primary focus has been the development of Maximum Achievable Control Technology (MACT) standards under section 112(d). When developing these standards, the EPA based the regulatory requirements on technologies that were available and in use. Thus, the stationary source air toxics program has been "technology-based."

With the finalization of the Integrated Urban Air Toxics Strategy, the EPA introduced and outlined its "risk-based" air toxics program, which includes both regulatory and non-regulatory elements. The Strategy lists the goals of the EPA's air toxics program, which are as follows: (1) reduce the incidence of cancer attributable to exposure to hazardous air pollutants; (2) reduce national non-cancer risks; and (3) address risks that are disproportionately placed on specific subpopulations and geographic areas.

To accomplish these goals, the EPA has integrated its air toxics program into four components. The first component is source specific regulatory programs. This component includes the development and review of MACT standards under section 112(d), MACT or generally available control technology (GACT) standards under 112(k), residual risk standards under 112(f), and other standards to regulate emissions of air toxics from specific sources. The second component includes national, regional, and community-based initiatives on multi-media and cumulative risks, such as the Great Water Program and EPA's Persistent Bioaccumulative Toxics initiative. The third component, National Air Toxics Assessments (NATA), will provide quantitative estimates of the health risks associated with air toxics on a variety of geographic scales, ranging from national-scale to local-scale assessments. The fourth and final component of EPA's air toxics program is education and outreach.

One purpose of this contract is to provide support for risk assessment activities associated with the first component of EPA's air toxics program. Within the context of this component, EPA evaluates the effects of hazardous and potentially hazardous air pollutants and develops appropriate regulatory strategies. In this role, EPA: (1) identifies, screens, and characterizes air pollutants to determine which should be evaluated further as candidates for being listed as hazardous; (2) reviews and evaluates health and/or ecological assessment documents on hazardous air pollutants; (3) performs risk assessments using EPA methods and models, or other methods and/or models, if more appropriate, to help guide reasoned decision-making; (4) identifies and evaluates alternative control options; (5) gathers information on production, use, emissions, control technology, control cost, and regulatory status to establish appropriate regulatory development priorities; (6) assesses the effectiveness of EPA and State/local programs in controlling hazardous and criteria pollutants; and (7) coordinates with other EPA offices and Federal and State/local programs to develop appropriate single or multimedia (e.g., air, water, solid waste, and/or other media) regulations.

Another purpose of this contract is to provide support for the second, third, and fourth components of EPA's air toxics program. In this role, EPA will develop assessment tools, conduct assessments, communicate the results of assessments, and educate the public. In addition, the EPA will examine the air pollution problem in a more integrated fashion (i.e., considering the cumulative effects of air toxics and criteria pollutants across media rather than conducting separate assessments). This contract will provide support for these integrated assessments.

The Contractor shall submit for review and obtain approval from the EPA Work Assignment Manager (WAM) prior to use or dissemination of any and all manuals, technical documents, and outreach materials (to include all training and workshop materials).

II. Risk Assessment Activities

The Contractor shall provide technical and scientific assessments and data gathering support regarding potentially hazardous air pollutants. For activities under this Contract, the Contractor shall review all available information, assess its adequacy, resolve inconsistencies, and fill data gaps. The Contractor shall apply practices and methodologies currently accepted within EPA and/or the scientific community and, where needed, make improvements to such methodologies to meet specific project needs. Specific work assignments will be determined as needs arise, and the Contractor shall perform the work specified in the work assignments in the following performance areas:

- A. **Planning and Scoping.** The Contractor shall plan and recommend to EPA the scope of risk assessments and related activities. This process shall include, but not be limited to, collecting information and conducting appropriate analyses to determine the scope of the assessment (e.g., what scenarios to assess and to what level of detail), the data required for the assessment and their availability, a plan for conducting the risk analysis (e.g., what approaches and models to be used), and the products that will result from the assessments (e.g., technical background or support documents). The Contractor shall draw upon state-of-the-art developments in this area as well as current Agency guidelines.
- B. **Quantitative Dose Response Assessment.** The Contractor shall identify and evaluate quantitative dose response assessments for carcinogens and noncarcinogens, and appropriate ecological dose response measures, according to guidelines provided in writing by the WAM.
- C. **Short- and Long-Term Chemical Exposure and Risk Assessment.** The Contractor shall assess short- and long-term chemical exposures and associated risks. The Contractor shall evaluate, improve upon, and/or develop methods for assessing human exposure, including exposure of sensitive subpopulations or specific demographic socioeconomic subgroups. Additionally, the Contractor shall develop and/or collect data on human activity patterns, time spent in microenvironments, and indoor/outdoor ratios, and use the data to estimate exposures. Where adequate data exist, the Contractor shall evaluate the

relationship between exposure duration, frequency, and dose with regard to the toxicity of specific agents. The Contractor shall combine the information on exposure and health effects to characterize risk.

- D. Risk Assessments for Exposure to Chemical Mixtures.** Where adequate data exist, the Contractor shall conduct assessments of the risks associated with exposure to simple and complex chemical mixtures identified in work assignments. In these assessments, the Contractor shall consider the possible additive, synergistic, and/or antagonistic toxicological effects of components in the mixtures.
- E. Multimedia Risk Assessment.** The Contractor shall assess and characterize the health and/or ecological risks for specific pollutants where non-inhalation pathways may be of concern (e.g., ingestion of soil, water, and food contaminated by pollutants initially released into the air). The Contractor shall conduct environmental fate and transport evaluations of emissions of selected pollutants (e.g., persistent organics and metals) using available models, and where needed, the Contractor shall develop new or improved methods. The Contractor shall identify appropriate data and techniques to support multimedia fate and transport modeling, and use for generic assessments and site-specific applications.
- F. Characterizing and Reducing Uncertainty in Risk/Exposure Assessment.** The Contractor shall characterize the uncertainty associated with any technical analysis or risk assessment conducted, focusing on all aspects of the assessment. The Contractor shall use scientifically defensible approaches to conduct uncertainty and variability analyses in accordance with applicable EPA guidance and policy. Such analyses shall focus on providing relevant and useful information to EPA decision-makers. The Contractor shall address all forms of uncertainty to the degree appropriate and, where possible, characterize risks quantitatively. The Contractor shall identify all of the major assumptions used in any analysis and fully characterize the impact of those assumptions. The Contractor shall identify the major uncertainties in any particular assessment and specify ways to reduce the uncertainties.
- G. Identification of Pollutant Sources and Emissions.** To allow the potential for current or future adverse exposure effects of selected chemicals on human health and the environment to be assessed, the Contractor shall gather data on production, sources, uses, emission potential, ambient concentrations, growth trends, and other information as required. The Contractor shall acquire initial data from available literature sources, and may have to obtain additional information from EPA Regional Offices, State/local offices, industrial plants, trade associations, etc.
- H. Identification and Assessment of Control Technologies.** The Contractor shall identify existing emissions reduction technologies and efficiencies, including pollution prevention strategies (e.g., process changes). The adequacy of such

technologies and potential for improvement shall be assessed, and the most advanced levels of control adequately demonstrated, considering costs and other impacts, shall be estimated. Data sources may include industrial plants, trade groups, and control device manufacturers. The ease with which controls can be improved (considering technology, retrofitting, and costs) shall be estimated, and alternative controls shall be examined.

- I. Analytical Tools for Population or Ecosystem Exposure Assessment.** The Contractor shall operate and modify, as necessary, any analytical tools for use in assessing population or ecosystem exposure, including non-inhalation pathway exposure. Existing EPA exposure models or other approved models shall be applied, and further development and operational testing of such models may be required. In addition, the Contractor shall employ, where appropriate, geographic data sets and geographical information system software and hardware to further analyze potential exposures. Work in this area shall focus on combining source and emissions modeling and monitoring data with population distributions, activity patterns to obtain estimates of long-and short-term exposures, and the magnitude of the exposed population. The Contractor shall also utilize appropriate demographic and related data to appropriately characterize the exposed population into relevant cohorts of interest and to define the range of characteristics within the population. The Contractor may be required to fill some data gaps or develop simplifying assumptions. Evaluation procedures for modeling ecological effects shall be identified, evaluated, developed, and/or utilized, where needed.
- J. Review and Assessments of Regulations and Documents.** The Contractor shall provide technical and scientific reviews and assessments of regulations and documents of Federal, State, local, and foreign regulatory groups that deal with the foregoing performance area topics. The objective is to provide technical and scientific support to improve regulatory efficiency and ensure against duplication of efforts. For example, information may be obtained from Federal groups and assessed for its utility and impact, State control requirements may be assessed to determine the baseline from which to calculate the impact of applying alternative technologies, and foreign regulations may be reviewed for relevance and summarized.
- K. Document Preparation.** The Contractor shall prepare necessary technical or scientific documents to support regulatory recommendations or decisions on health, exposure, control/costs, priority setting, risks, risk characterization, or other regulatory activities. Drawing on work assignments in the preceding performance areas, the Contractor shall prepare documents to support regulatory recommendations and/or decisions in key technical/scientific areas. These may include health review, control/cost analysis, source priorities for regulation development, exposure and risk assessment, integration activities, and other regulatory actions. The Contractor shall prepare written risk characterizations according to current Agency guidelines to ensure that they are transparent, clear,

consistent, and reasonable. This information, whether in one or more documents, shall be comprehensive and technically accurate, yet concise and understandable. (Because these documents will generally undergo peer review plus other critical scientific and public scrutiny, they must be sound and defensible.)

- L. **Peer Review of Documents.** The Contractor's work will be subject to peer review before scientific review panels and the public. The Contractor shall prepare written responses to received comments, as requested. Where documents prepared by the Contractor are used to support regulatory decisions, critical scrutiny by expert scientific groups and the public will be the rule. As appropriate, the Contractor shall provide EPA with technical/scientific support in explaining or defending the documents before scientific review panels and/or the public and shall prepare written responses to received comments and/or revise the documents, as required, following the reviews.
- M. **Risk Communication.** The Contractor shall develop and utilize existing risk communication materials to enhance the exchange of information related to risk assessments for hazardous and criteria pollutants. This may include work designed to improve interactions with other Federal government groups, State/local agencies, the general public, environmental groups, international organizations, industry, and other interested parties.
- N. **Workshop Support.** The Contractor shall provide support for EPA-sponsored workshops addressing the specific areas covered in this Statement of Work. This may include support for conducting peer-review workshops. In the event of peer-review workshops, the Contractor shall have the sole responsibility of selecting panel reviewers and shall appoint the officials that will exercise control over the panel meeting. The Contractor shall not provide workshop peer review workshops involving any documents for which the contractor or its subcontractors were involved in the preparation.
- O. **Technical Advice and Instruction.** The Contractor shall provide technical advice and instruction to EPA staff pertaining to all projects and programs resulting from this contract. All software products produced under this contract shall be fully documented and explained in user guides or manuals accompanying the software. All documentation of computer programs developed under this contract shall, at a minimum, include the following: (1) a system overview (e.g., a narrative description of what the system does); (2) a narrative description of each module describing inputs, outputs, file requirements, common variables, author, date of development, machine dependencies, other routines required, entry points, calling sequence, error conditions and returns, and the algorithm or method; (3) a system-level flowchart showing the relationship between modules and files; and (4) structure and record layouts for data bases, including storage requirements.
- P. **Computer Software Documentation and Training.** Software development,

documentation, and training shall comply with EPA Directive 2100, the Information Resources Management Policy Manual. Current policies are available at <http://www.epa.gov/irmpoli8/policies/index.html>.

III. Exposure and Risk Model Development

In support of EPA's risk-based initiatives, state-of-the-science multimedia risk assessment tools and models need to be developed. Such tools and models must have the capability to predict population and ecological exposure and risk levels associated with air toxics and criteria air pollutants over a broad geographic area, including national-scale and urban area assessments, as well as within more localized areas (including community-scale assessments). Where appropriate, these tools and models should make the best use of existing Agency single and multimedia models and algorithms. Additionally, the need to supplement tool and model development with state-of-the-science tools, models, and algorithms developed by non-Agency sources may also be required. In all cases, the availability of appropriate data to populate tool and model algorithms must also be considered in developmental efforts. Tools and models must be designed to achieve and be compatible with Agency software and data protocols as noted above. As specified in individual work assignments, the Contractor shall provide support in the following performance areas.

- A. **Development of System Architecture and Algorithms.** The contractor shall develop the system architecture, technical algorithms, and computer code required to develop state-of-the-science risk and exposure models and tools. Such models and tools may be single and/or multimedia (i.e., air, water, and soil) and shall be capable of assessing both long- and short-term population and ecological risk and exposure levels. Upon completion, the Contractor shall fully test and evaluate both the model algorithms and computer code. These tools and models shall be developed on a computer hardware and software platform, as specified in the work assignments. The Contractor shall develop appropriate documentation in support of model usage and distribution.
- B. **Database Development.** In support of exposure and risk model development, the contractor shall develop related databases required to perform assessments. Such databases shall include, but not be limited to, human activity, demographic, geographic, ecosystem, micro-environmental, and ambient concentration databases; indoor concentration studies; and health-criteria studies and related databases. Where appropriate, the contractor shall collect data to represent the expected physical range of the full data set.
- C. **Modification and Support of Assessment Tools and Models.** The Contractor shall modify and support the tools and models as necessary to perform Agency exposure and risk assessments. Such modifications and support shall include, but not be limited to, performing model enhancements, updating databases, debugging code, porting models to new operating systems, and attending meetings in support of developmental efforts.

- D. **Program and User Support.** The Contractor shall provide program and user support for the models developed and/or modified under this contract. This support shall include development of user manuals, user-friendly interfaces, and trouble-shooting.

IV. Conducting National, Regional, Urban, and Local/Community Assessments

In support of EPA risk-based initiatives and directives, there is a specific need to perform risk and exposure assessments to measure the Agency's progress towards risk-based goals and assist in planning and evaluating current and future control programs. It is expected that these assessments may: (1) be national, regional, urban, or local/community-scale; (2) include air toxics and criteria air pollutants (both ambient and deposited); (3) incorporate single and/or multi-media aspects; (4) evaluate both chronic and acute exposure and risk; and (5) be conducted for human and/or environmental receptors. As specified in individual work assignments, the Contractor shall provide support in the following performance areas.

- A. **Planning and Scoping.** As specified in work assignments, the contractor shall develop planning and scoping documents that define and/or outline the expected approach to performing a specific analysis or monitoring study. Such documents shall include detailed information such as the assessment goals, specific data sources, appropriate model selection, and health criteria, as well as approach limitations and uncertainty.
- B. **Data Collection.** In support of risk and exposure assessments, the contractor shall identify and/or collect the required input data to perform the assessment. Specific tasks may include, but not be limited to processing and/or conversion of Agency and other governmental databases, identifying and/or obtaining non-governmental data sources, interpolating databases to meet assessment temporal and spatial scales, contacting regulatory agencies and industry to verify and/or clarify specific data, and when necessary, conducting limited air monitoring studies.
- C. **Risk and Exposure Assessments.** Utilizing state-of-the-science model and tools, the contractor shall perform risk and exposure assessments for a wide variety of temporal and spatial scales, pollutants, endpoints, and media. As required, the Contractor shall perform evaluation and/or comparison assessments to help define the bounds and uncertainties associated with these assessments. The contractor shall conduct qualitative and quantitative uncertainty and variability assessments as specified in work assignments. Support for the analysis and interpretation of assessment results shall be provided.
- D. **Documentation.** In some cases, as specified in work assignments, the Contractor shall prepare documentation and supporting materials outlining the assessment data sources, approach, results, conclusions, and limitations. These materials may be in a format suitable for technical peer review. (See Section V regarding peer review of documentation and materials.) As required, the contractor shall

summarize assessment inputs and/or results in tabular, map, and/or graphical formats.

V. Communications, Outreach and Education

A critical piece of EPA's air toxics program involves communication, outreach, and education. As EPA conducts assessments and measures progress toward risk reduction goals, there will be a need to ensure that the results of the assessments are characterized accurately and communicated effectively. This is particularly important because if the message is not effectively communicated, it can be misinterpreted by the public and other stakeholders. As part of the communication process, the EPA will need outreach materials that provide clear and appropriate information and educate the public about the risk assessment process. As specified in individual work assignments, the Contractor shall perform work in the following performance areas.

- A. Communication of Assessment Results.** The contractor shall assist in the formulation and communication of the results of EPA's assessment activities. This includes preparing presentations, written materials, graphs, and tables that show the results and main conclusions from the assessments. In addition, the contractor shall assist in the development of a communications strategy to help ensure that the assessment results are interpreted and used correctly.
- B. Stakeholder Meetings.** The contractor shall provide assistance in the coordination and/or facilitation of meetings with stakeholders. These meetings will include Science Advisory Board (SAB) meetings, Federal Advisory Committee Act meetings, as well as meetings with industry, the public, and State, local and tribal groups. The Contractor shall provide support with the logistics of organizing the meetings, prepare agendas prior to and minutes subsequent to the meetings, the prepare and distribute any documents required for these meetings or created as a result of these meetings, and the facilitation of these meetings.
- C. Development of Education and Outreach Documents.** The contractor shall provide support in the preparation of various documents aimed at communicating with the public and other stakeholders about EPA assessments and other activities related to NATA and the integrated air program. These shall include brochures, fact sheets, announcements, and other similar documents.
- D. Technical Documents.** The contractor shall provide support in the preparation of technical reports and documents developed in response to CAA requirements or that describe EPA assessment methodologies and results. These items shall include Reports to Congress and documents for peer review of EPA assessment methodologies and results. (See Section V regarding peer review of technical reports and documents.)

VI. External Review

Because assessments conducted by EPA may use newly developed tools or methodologies or may apply existing tools and methodologies in new or innovative manners, external peer review of any aspect of these assessments may be required. As specified in individual work assignments, the contractor shall provide support for conducting external peer reviews. This support shall include, but not be limited to, tasks such as convening a panel of external experts to review EPA documents, summarizing comments received, and incorporating suggested improvements to EPA documents, where appropriate. The contractor shall have sole responsibility for selecting peer review panel members and appointing officials exercising control over the panel meeting. However, the contractor shall not conduct peer review involving any documents for which the contractor or its subcontractors were involved in the preparation.

**Attachment 2 –
Reports of Work**

REPORTS OF WORK

Work Plans

1. Original Work Plan

Twenty (20) calendar days after receipt of a work assignment issued under this contract, unless otherwise specified in the work assignment, in addition to the Contracting Officer's copy required by the "Work Assignment" clause of this contract, the Contractor shall submit one (1) copy of a Work Plan to the Project Officer, and one (1) copy of a Work Plan to the Work Assignment Manager. The Work Plan is subject to the approval of the Contracting Officer. In addition to the requirements of the "Work Assignment" clause of this contract, the Work Plan shall consist of the following:

- a. A description of the work assignment;
- b. description of the methods and technical approach to be taken to complete the work assignment;
- c. An estimated schedule for completion;
- d. A listing of the people proposed to be assigned to the project with an estimate of the time to be spent by each person and a brief description of their qualifications and experience;
- e. The estimated cost shall include direct labor, material, other direct costs, indirect costs, consultants and subcontractors; and
- f. A description of the quality assurance and quality control procedures which will be used to insure quality of work.

2. Revisions to Work Plan

The Contractor shall submit revisions to the work plan described above; (a) when the original Work Plan is disapproved by the Contracting Officer; (b) when directed by the Project Officer pursuant to the Clause entitled "Technical Direction;" (c) whenever the work assignment requirements are changed by appropriate work assignment amendment; (d) when 75% of the estimated hours to complete the assignment have been expended and an adjustment in the approved budget cost estimate would be required to complete the work; and (e) as soon as it appears that the completion date stated in the approved work plan may be exceeded. The Contractor may submit recommended revisions to the work plan when the contractor believes such revision is deemed desirable for optimum achievement of contract objectives. Every recommended revision to the work plan shall be approved by the Contracting Officer prior to implementation by the Contractor. A copy of each revision shall be submitted to the Contracting Officer, Project Officer and the Work Assignment Manager.

3. Approval

Approval of a Work Plan (1) does not constitute a determination of the reasonableness, allowability, or allocability of the cost, (2) does not constitute an agreement to any fee for performance of a work assignment since fee for providing the level of effort and otherwise performing the contract is set forth therein, and (3) does not constitute consent to any proposed subcontracts. Subcontracts must be submitted for consent in accordance with the contract clauses entitled "Competition in Subcontracting" and "Subcontracts" or "Subcontracts Under Cost-Reimbursement and Letter Contracts."

Monthly Progress Reports -- EPAAR 1552.211-72 (JUNE 1996)

- (a) The Contractor shall furnish 3 copies each accompanied by an electronic copy of the combined monthly technical and financial progress report stating the progress made, including the percentage of the project completed, and a description of the work accomplished to support the cost. If the work is ordered using work assignments or delivery orders, include the estimated percentage of task completed during the reporting period for each work assignment or delivery order.
- (b) Specific discussions shall include difficulties encountered and remedial action taken during the reporting period, and anticipated activity with a schedule of deliverables for the subsequent reporting period.
- (c) The Contractor shall provide a list of outstanding actions awaiting Contracting Officer authorization, noted with the corresponding work assignment, such as subcontractor/consultant consents, overtime approvals, and work plan approvals.
- (d) The report shall specify financial status at the contract level as follows:
 - (1) For the current reporting period, display the amount claimed.
 - (2) For the cumulative period and the cumulative contract life display: the amount obligated, amount originally invoiced, amount paid, amount suspended, amount disallowed, and remaining approved amount. The remaining approved amount is defined as the total obligated amount, less the total amount originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the numbers of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

- (iii) For the cumulative contract period and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor, and each subcontractor and consultant.
 - (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (4) Display the current dollar ceilings in the contract, net amount invoiced, and remaining amounts for the following categories: Direct labor hours, total estimated cost, award fee pool (if applicable), subcontracts by individual subcontractor, travel, program management, and Other Direct Costs (ODCs).
- (5) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the contract.
- (6) Average cost of direct labor. Compare the actual average cost per hour to date with the average cost per hour of the approved work plans for the current contract period.
- (e) The report shall specify financial status at the work assignment or delivery order level as follows:
 - (1) For the current period, display the amount claimed.
 - (2) For the cumulative period display: amount shown on workplan, or latest work assignment/delivery order amendment amount (whichever is later); amount currently claimed; amount paid; amount suspended; amount disallowed; and remaining approved amount. The remaining approved amount is defined as: the workplan amount or latest work assignment or delivery order amount (whichever is later), less total amounts originally invoiced, plus total amount disallowed.
 - (3) Labor hours.
 - (i) A list of employees, their labor categories, and the number of hours worked for the reporting period.
 - (ii) For the current reporting period, display the expended direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.
 - (iii) For the current reporting period, cumulative contract period, and the cumulative contract life display: the negotiated, expended and remaining direct labor hours and costs broken out by EPA contract labor hour category for the prime contractor and each subcontractor and consultant.

- (iv) Display the estimated direct labor hours and costs to be expended during the next reporting period.
- (v) Display the estimates of remaining direct labor hours and costs required to complete the work assignment or delivery order.
- (4) Unbilled allowable costs. Display the total costs incurred but unbilled for the current reporting period and cumulative for the work assignment.
- (5) Average cost of direct labor. Display the actual average cost per hour with the cost per hour estimated in the workplan.
- (6) A list of deliverables for each work assignment or delivery order during the reporting period.
- (f) This submission does not change the notification requirements of the “Limitation of Cost” or “Limitation of Funds” clauses requiring separate written notice to the Contracting Officer.
- (g) The reports shall be submitted to the following addresses on or before the 15th of each month following the first complete reporting period of the contract. See EPAAR 1552.232–70, Submission of Invoices, paragraph (e), for details on the timing of submittals. Distribute reports as follows:

<u>No. of Copies</u>	<u>Addressee</u>
1	Administrative Contract Specialist
1	Project Officer
1	Work Assignment Manager

Summary Reports

At the completion of each work assignment requiring summary reports, the Contractor shall submit two (2) copies of his (her) proposed summary report to the Work Assignment Manager and one (1) copy to the Project Officer, with a copy of transmittal to the Contracting Officer, within twenty (20) calendar days following completion of the technical effort or as otherwise stated in the work assignment. The Contractor shall submit summary reports in accordance with the following instructions:

1. The proposed report shall document in detail all of the work performed under the work assignment including data, analyses, and interpretations, as well as recommendations and conclusions based upon results obtained. The report shall include tables, graphs, diagrams, curves, sketches, photographs, and drawings in sufficient detail to comprehensively explain the results achieved under the work assignment. The report shall be complete in itself and contain no reference, directly or indirectly, to the periodic reports.

2. The content of the proposed report shall be of a quality suitable for publication, and it shall be prepared in accordance with the Government Printing Office Style Manual incorporated herein by reference. The manual is available at <http://www.access.gpo.gov>. The contractor shall also deliver the report web-ready in a .pdf format.
3. After receipt of the Contractor's proposed summary report, the Contracting Officer or the Project Officer may require the Contractor to present, at a site chosen by the requester, an informal briefing and review of all work performed under the work assignment.
4. Approval or disapproval (in part or in total) of the summary report will be accomplished by the Work Assignment Manager within fifteen (15) calendar days after receipt. Disapproved reports shall be resubmitted for review following correction of the cited deficiency unless otherwise directed by the Work Assignment.
5. Within twenty (20) calendar days after notification of approval of each summary report, the Contractor shall distribute the specified number of copies, including a reproducible master copy, of the approved report to the individuals listed below:

<u>No. of Copies</u>	<u>Addressee</u>
1	Administrative Contract Specialist (transmittal letter only)
1	Project Officer
1	Work Assignment Manager

**Attachment 3 –
Invoice Preparation Instructions**

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** - insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the Contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the Contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the Contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the Contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the Contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE"

QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.** Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the Contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the Contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify the number of hours (by contractor labor category and total) and the total loaded direct labor hours billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - identify the major cost elements for each subcontract.

Other Direct Costs - when the cost for an individual cost (e.g., photocopying, material and supplies, telephone usage) exceeds \$1,000 per the invoice period, provide a detailed explanation for that cost category.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - when travel costs exceed \$2,000 per invoice period, identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed. Detailed reporting is not required for local travel. The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: Any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

**Attachment 4 –
Definition of Labor Classifications**

LABOR CLASSIFICATIONS

The following definitions of the labor classifications appearing in this solicitation are provided to aid in preparation of the technical and cost portions of proposals.

(I) Professional

- (a) Level 4 - Plans, conducts and supervises projects of major significance, necessitating advanced knowledge and the ability to originate and apply new and unique method and procedures. Gives technical advice and counsel other professionals. Generally operates with wide latitude for unreviewed actions. (Typical Titles include: Program Manager, Quality Assurance Manager, Chemist, Toxicologist, Biologist, Endocrinologist, Epidemiologist, Chief Engineer and Biostatistician)

Normal Qualifications: Ph.D. Degree or equivalent; and
Experience 10 years or more

- (b) Level 3 - Under general supervision of project leader, plans conducts and supervises assignments normally involving smaller or less important projects. Estimates and schedules work to meet completion dates. Directs assistance, reviews progress and evaluates results. Makes change in methods, design or equipment where necessary. Operate with the same the latitude for unreviewed action or decision. (Typical Titles include: Deputy Program Manager, Chemist, Toxicologist, Biologist, Pathologist, Endocrinologist; Epidemiologist, Project Engineer and Biostatistician)

Normal Qualifications: Masters Degree or equivalent; and
Experience: 6-12 years

- (c) Level 2 - Under supervision of a senior or project leader, carries out assignments associated with projects. Translates technical guidance received from supervisor into usable data applicable to the particular assignment coordinates the activities of juniors or technicians. Work assignments are varied and require some originality and ingenuity. (Typical titles include: Chemist, Toxicology, Environmental Scientist, Analyst and Computer Programmer)

Normal Qualifications: B.S. Degree or equivalent; and
Experience 4-8 years

- (d) Level 1 - Lowest or entering classification. Works under close supervision or senior or project leader. Gathers and correlates basic data and performs routine analyses. Works on less complicated assignments where little evaluation is required. (Typical titles include: Junior Associate, Environmental Scientist and Senior Technician)

Normal Qualifications: B.S. Degree or equivalent; and
Experience: 0-3 years

(II) Experience/Qualifications Substitutions

- (a) Any combination of additional years of experience in the proposed field of expertise plus full time college level study in the particular field totaling four (4) years will be an acceptable substitute for B.S. Degree.
- (b) A B.S. Degree plus a combination of additional years of experience and graduate level study in the proposed field of expertise totaling two (2) years will be an acceptable substitute for a Masters Degree.
- (c) A B.S. Degree plus any combination of additional years of experience and graduate level study in the proposed field of expertise totaling four (4) years will be an acceptable substitute for a Ph.D. Degree.